

LETTER OF INTEREST

From: _____
To: _____

Subject:

Expression of Interest in Business Opportunity

This Letter of Interest (“LOI”) is submitted to express the undersigned party’s bona fide interest in entering into a business relationship with the recipient for the purpose and subject matter described herein. This LOI sets forth the preliminary terms and conditions under which the undersigned proposes to proceed, subject to the execution of definitive agreements mutually acceptable to both parties.

1. Parties Involved

The undersigned party (hereinafter referred to as “Interested Party”) is [Insert Interested Party Name], with principal place of business located at [Insert Address]. The recipient (hereinafter referred to as “Recipient”) is [Insert Recipient Name], with principal place of business located at [Insert Address].

2. Purpose

The purpose of this LOI is to outline the Interested Party’s interest in engaging in discussions concerning [Insert Description of Business Opportunity, Transaction, or Project]. This LOI is intended as a basis for further negotiation and does not constitute a binding agreement except as provided herein.

3. Proposed Terms

The Interested Party proposes the following preliminary terms: (a) Description of the proposed transaction or business relationship; (b) Key obligations and responsibilities of each party; (c) Any proposed financial terms, including pricing, payment, or investment terms; (d) Expected timeline to negotiate and execute definitive agreements.

4. Confidentiality

Both parties agree to maintain the confidentiality of all non-public information disclosed during the course of discussions and negotiations, and to use such information solely for the purpose of evaluating the proposed transaction or opportunity. This confidentiality obligation shall survive the termination of this LOI.

5. Exclusivity

Unless otherwise agreed in writing, this LOI does not grant exclusivity to the Interested Party, and neither party shall be restricted from pursuing or negotiating with other parties.

6. No Binding Obligation

Except for the provisions specifically stated as binding (confidentiality and governing law), this LOI is non-binding and does not create any legally enforceable obligations for either party to consummate the transaction or enter into any definitive agreement.

7. Governing Law

This LOI shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

8. Termination

This LOI shall automatically terminate upon the execution of definitive agreements, or by either party upon written notice to the other party. Termination of this LOI shall not affect any confidentiality obligations or any provisions intended to survive termination.

9. Miscellaneous

This LOI constitutes the entire understanding between the parties relating to its subject matter and supersedes all prior discussions or agreements, oral or written. Any amendments to this LOI must be made in writing and signed by both parties.

INTERESTED PARTY SIGNATURE

RECIPIENT SIGNATURE

Signature: _____

Signature: _____

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